



June 22, 2012

Mr. C V Deepak
AERA Building
Administrative Complex
Safdarjung Airport
New Delhi 110 003

Submission of ATP for 1st and 2nd Tariff Years on behalf of: BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PRIVATE LIMITED for its operations at Cochin International Airport, Cochin

Dear Sir,

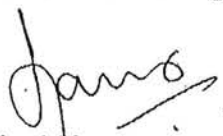
Please find enclosed the following documents in connection with the cited subject matter:

- a. Form B
- b. Annual Tariff Proposal for Tariff Years 1, 2 and 3 in Form 14(b).
- c. Copies of user agreements (only first and last page of the agreement may be uploaded for stakeholder consultation)
- d. Copy of the Concession Agreement.

Kindly do let us know in case any further information is required in this regard.

Yours sincerely

for Bird Worldwide Flight Services (India) Private Limited


Authorized Signatory

Place: New Delhi

Encl.: as above

BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PVT. LTD.
E-9, Connaught House, Connaught Place
New Delhi - 110 001 India

www.bird.in

Tel: +91 11 2341 8199

Fax: +91 11 2341 2679
CP No. 24/2012-13/MYTP-BWFS/GH/CIAL/2011-12

Form B: (ref: Section A1.8 of Appendix I)

BEFORE THE AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA

AT NEW DELHI

Submission of Form B in connection with submission of ATP for 1st and 2nd Tariff Years on behalf of: BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PRIVATE LIMITED for its operations at Cochin International Airport, Cochin

I, Sundeep Kr Jain, aged 44 years resident of C-78, Sector-47, Noida, U.P. acting in my official capacity as Head Corporate Finance in M/s Bird Worldwide Flight Services (India) Private Limited having its registered office at , E-9, Connaught House, Connaught Place, New Delhi -1100 01 do hereby state and affirm as under that:

- a) That I am duly authorized to act for and on behalf of M/s Bird Worldwide Flight Services (India) Private Limited in the matter of making this submission before the Airports Economic Regulation Authority of India, New Delhi('AERA');
- b) I am competent to make this submission before AERA;
- c) I am making this submission in my official capacity and the facts stated herein are based on official records;
- d) The Contents of the Annual Tariff Proposal submission which includes inter-alia
- (i) ~~Estimated Maximum Allowed Yield per Unit and the proposed detailed break up of Tariff(s) (in context to Estimated Maximum Allowed Yield per Unit where determined by the Authority) where the Authority has specified a price cap approach for the duration of the Control Period pursuant to Clause 3.2;~~

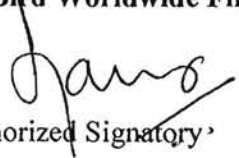
Or

Proposed detailed breakup of tariff(s) based on clause 11.2 where the Authority has specified a light touch approach for the duration of the Control Period, pursuant to clause 3.2.

- e) Justifications are fair and true to my knowledge and belief and nothing material has been concealed there-from.

Yours sincerely

for Bird Worldwide Flight Services (India) Private Limited


Authorized Signatory

Place: New Delhi





Bird Worldwide Flight Services

June 25, 2012

Mr. C V Deepak
AERA Building
Administrative Complex
Safdarjung Airport
New Delhi 110 003

Submission of ATP for 1st and 2nd Tariff Years on behalf of: BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PRIVATE LIMITED for its operations at Cochin International Airport, Cochin

Dear Sir,

Please find enclosed the following documents in connection with the cited subject matter:

- a. Form B
- b. Annual Tariff Proposal for Tariff Years 1 and 2 in Form 14(b).
- c. Copies of user agreements (only first and last page of the agreement may be uploaded for stakeholder consultation).
- d. Copy of the Concession Agreement (confidential and not to be published).
- e. Copy of Award Letter by the Airport Operator (may be uploaded for stakeholder consultation).

Kindly do let us know in case any further information is required in this regard.

Yours sincerely

for Bird Worldwide Flight Services (India) Private Limited


Authorized Signatory

Place: New Delhi

Encl. : as above

BIRD WORLDWIDE FLIGHT SERVICES (INDIA) PVT. LTD.

E-9, Connaught House, Connaught Place
New Delhi - 110 001 India

www.bird.in

Tel: +91 11 2341 8199

Fax: +91 11 2341 5679

Bird Worldwide Flight Services (India) Private Limited**Maximum Rate to be paid by Scheduled Airlines for comprehensive ground handling****Form 14(b) for Tariff Year 1**

Maximum Ground Handling Rates in INR for Tarrif Year 1						
S.No.	ICAO Code	Aircraft Type	Scheduled Passenger Aircraft		Scheduled Freighter Aircraft	
			Domestic	International	Domestic	International
			Amt in INR	Amt in USD	Amt in INR	Amt in USD
1	Code B 1	Dornier	5,000	N.A.	N.A.	N.A.
2	Code B	CRJ , ATR 42	15,000	1,500	N.A.	N.A.
3	Code C 1	ATR-72 , EMB 135	20,000	N.A.	45,000	N.A.
4	Code C 1	EMB 170	25,000	N.A.	45,000	N.A.
5	Code C	A319, A320, A321, B717, B737	35,000	2,500	75,000	1,800
6	Code D	A300, A310	56,300	4,100	90,000	3,200
7	Code E	A330, A340, B747SP, B747, B777	1,05,000	4,800	1,10,000	3,800
8	Code F	A380	N.A.	N.A.	N.A.	N.A.

Note: The above rates are excluding Service Tax and including Concession Fee.



Annexure - I

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Bird Worldwide Flight Services (India) Private Limited

Maximum Rate to be paid by Scheduled Airlines for comprehensive ground handling

Form 14(b) for Tariff Year 2

S.No.	ICAO Code	Aircraft Type	Maximum Ground Handling Rates in INR for Tarrif Year 2			
			Scheduled Passenger Aircraft		Scheduled Freighter Aircraft	
			Domestic Amt in INR	International Amt in USD	Domestic Amt in INR	International Amt in USD
1	Code B 1	Dornier	5,000	N.A.	N.A.	N.A.
2	Code B	CRJ , ATR 42	15,000	1,500	N.A.	N.A.
3	Code C 1	ATR-72 , EMB 135	20,000	N.A.	45,000	N.A.
4	Code C 1	EMB 170	25,000	N.A.	45,000	N.A.
5	Code C	A319, A320, A321, B717, B737	35,000	2,500	75,000	1,800
6	Code D	A300, A310	56,300	4,100	90,000	3,200
7	Code E	A330, A340, B747SP, B747, B777	1,05,000	4,800	1,10,000	3,800
8	Code F	A380	N.A.	N.A.	N.A.	N.A.

Note: The above rates are excluding Service Tax and including Concession Fee.



COCHIN INTERNATIONAL AIRPORT LTD.

CIAL/GH/GHA/S/90

13-05/2009

TO WHOMSOEVER IT MAY CONCERN

Sub: Permission for entry of Ground Handling Equipment.

This is to state that M/s Bird Worldwide Flight Services (WFS India) has been awarded the concession to provide Ground handling & Flight handling services at Cochin International Airport effective from 10th June 2009. In line with this concession, WFS India is required to transfer the necessary ground handling equipment to Cochin International Airport. These equipment are highly specialized and sophisticated for servicing the aircraft during Ground Handling.

We would like to inform you that as per the circular issued by the Ministry of Surface Transport, Government of India, vide order no. Rt-11044/4/92-HVI dated 03rd November 1992 (Copy enclosed) these equipment do not come under the purview of the Motor Vehicle Act as these are of specialized nature for airport ground handling operation only. It is pertinent to note that these equipments are for Ground Handling purposes within the airport premises and are not for sale.

We would request your kind support in permitting and clearing the equipment to be transported and positioned for flight handling activities at Cochin International Airport.

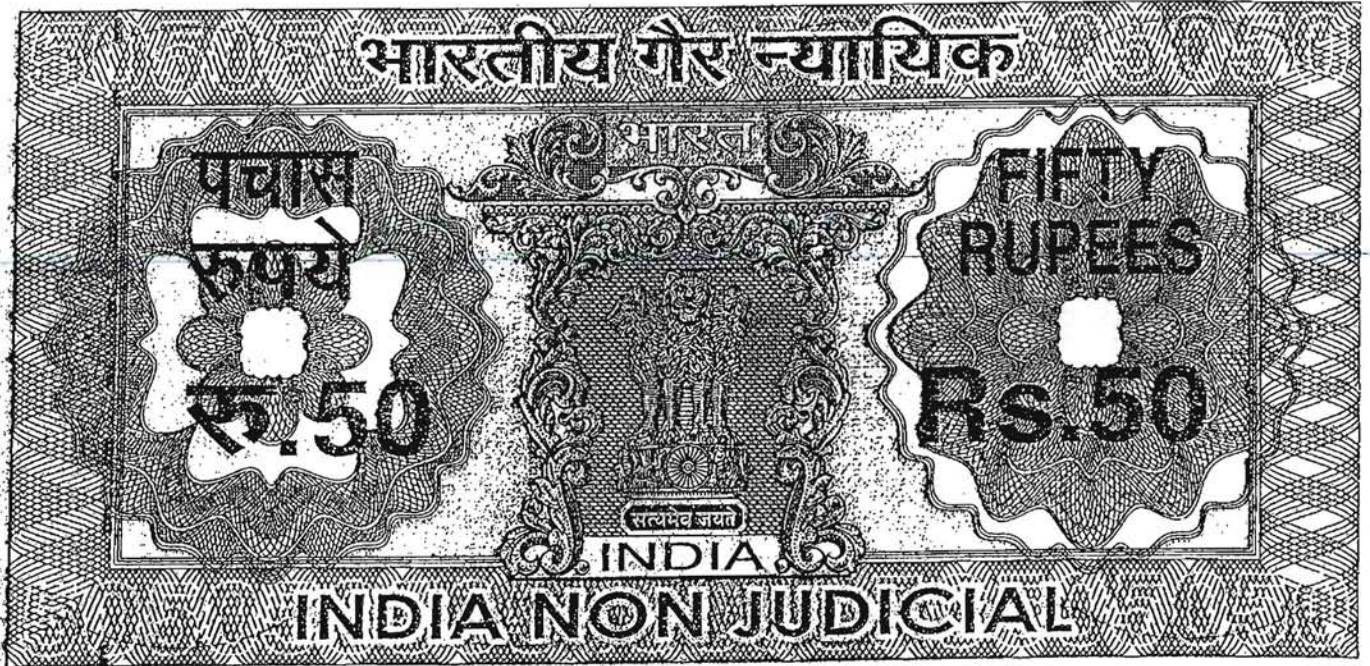
A. K. Nair
A. K. Nair
Airport Director



For Bird Worldwide Flight Services (India) Pvt. Ltd.

[Signature]
Authorized Signatory

Kochi Airport P.O. Ernakulam 683 111 Kerala India
Tel. Off. 0484 2610115, Fax 0484 2610012
E-mail: cial@vsnl.com & Website: www.kochi-airport.com



दिल्ली DELHI

U 645656

AGREEMENT

An Agreement made this 27th August 2010 between SpiceJet Limited having its principal office at 319, Udyog Vihar, Phase-IV, Gurgaon-122016, Haryana hereinafter referred to as 'the Carrier'

and Bird Worldwide Flight Services India Pvt Ltd having its principal office at: E-9, Connaught House Connaught Place New Delhi - 110 001 hereinafter referred to as 'the Handling Company',

The Carrier and the Handling Company may hereinafter be individually referred to as Party and collectively as Parties

For SpiceJet Limited

Authorized Signatory

SPICEJET

Page 1 of 17
Initials & Seal of both the parties

BWFS India



11.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B.

12 NOTIFICATION

12.1 In accordance with Sub-article 11.3 of the Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows

--Signed the SGHA ANNEX B BWFS-SG COK AUG 2010 (REF.IATA AHM 810 JAN 2008)--

at Gurgaon On 28th Oct '10

At New Delhi INDIA On 28th Oct '10

for and on behalf of

for and on behalf of

SpiceJet Limited

Bird Worldwide Flight Services India Pvt. Ltd.



By.....

by.....

Name: Manish Awasthy

Name: Gaurav Bhatia

Designation: GM Procurement

Designation: Executive Director

witnessed by.....

witnessed by.....

Name:

Name:

Designation:

Designation:

Company Seal:

Company Seal:

For SpiceJet Limited

Authorized Signatory

Cochin

**STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE
ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES**

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: AIR ARABIA

having its principal office at:

PO Box 132, Sharjah, United Arab Emirates.

and hereinafter referred to as 'the Carrier'

⑥

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi — 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 15th November 2009

This Annex B1.0 for

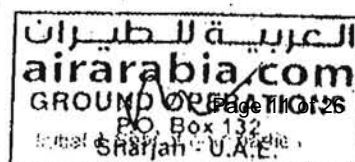
*the location(s): **Cochin** International Airport*

is valid from: 15th November 2009

and replaces: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



PARAGRAPH 15. DURATION, TERMINATION & MODIFICATION

- 15.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of 3 (three) years from the date of commencement unless terminated in whole or in part, providing sixty (60) days prior written notice to the other party.
- 15.2 Notwithstanding Sub-Article 11.11 of the Main Agreement, the rates contained herein shall be increased yearly as stipulated in section 1.3.
- 15.3 Notwithstanding Sub-Article 11.2 of the Main Agreement, any modification shall be in the form of an Annex B - Addendum, agreed and signed by the Handling Company and the Carrier's representative.

PARAGRAPH 16. CONFIDENTIALTY

- 16.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B.

--Signed the SGHA ANNEX B BWFS-G9 COK NOV 2009 (REF.IATA AHM 810 JAN 2008)--

at SHARJAH, U.A.E. On _____
for and on behalf of
AIR ARABIA

by [Signature]
Name: SALAH ZAINAL
Head of Ground Operations.

witnessed by _____
Name: MUNIR PARAMBATH.
REGIONAL MANAGER
Ground Operations - ISC.

Company Seal:

at Delhi, INDIA. On _____
for and on behalf of
Bird Worldwide Flight Services (India) Pvt. Ltd.

By [Signature]
Name: Gaurav Bhatia
Executive Director

witnessed by [Signature]
Name: Sundeev Kr. Jain

Company Seal:



**STANDARD GROUND HANDLING AGREEMENT – GROUND SERVICES
(SIMPLIFIED PROCEDURE)**

ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES

to the Standard Ground Handling Agreement (SGHA) of January 2008.

between: **Tiger Airways Singapore Pte. Ltd.**

having its registered office at:
Tiger Airways Singapore Pte. Ltd.
17 Changi Business Park Central 1
#04-06/09 Honeywell Building
Changi Business Park
Singapore 486073
(hereinafter referred to as "the Carrier")

and: **Bird Worldwide Flight Services India Pvt. Ltd.**

having its registered office at:
E9, Connaught House,
Connaught Place,
New Delhi – 110 001, India.
(hereinafter referred to as "the Handling Company")

(the Carrier and the Handling Company each, a "Party" and collectively, the "Parties")

Signed on:
Is valid from:27 April 2012.....
This Annex B
for the location(s): **Cochin International Airport (COK) (the "Location")**
and replaces **NONE**

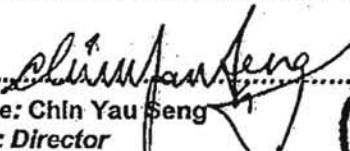
PREAMBLE

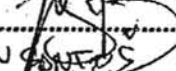
This Annex B is prepared in accordance with the Simplified Procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association (IATA), shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

- a) Liability Insurance to cover the Carrier against any physical loss of or damage of the Carrier's Aircraft caused by the Handling Company in an amount not less than US\$1,500,000 pursuant to Article 8 of the Main Agreement;
- b) General workers' compensation insurance for its staff; and
- c) Motor vehicle insurance for its vehicles/trucks/equipment.

—Signed the SGHA ANNEX B TR-BWFS COK NOV 2011 (REF.IATA AHM 810 JAN 2008)—


at Singapore. On April 29, 2012
for and on behalf of
TIGER AIRWAYS SINGAPORE PTE. LTD.,

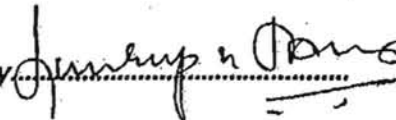
by.....
Name: Chin Yau Seng
Title: Director

witnessed by.....
Name: YAN RYAN CHOW



at New Delhi, INDIA. On May 15, 2012
for and on behalf of
BIRD WORLDWIDE FLIGHT SERVICES INDIA PVT. LTD.,

by.....
Name:
Title:

witnessed by.....
Name:



STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: Kuwait Airways Corporation

having its principal office at:

P.O.Box 394 – Safat, Postal Code 13004, Kuwait

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 01st November 2009

This Annex B1.0 for

the location(s): Cochin International Airport

is valid from: 01st November 2009

and replaces: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 16. QUALITY & SAFETY

- 16.1 The Carrier and the Handling Company will jointly set the service quality standards based on specific request of the Carrier, as listed in the Service Level Agreement (SLA) to be attached herewith, based on the Handling Company's prior written consent.
- 16.2 The Carrier as part of its surveillance or oversight programmes may conduct Audits / Investigations / Inspections / Surveys to ensure that all ground handling functions performed by the Handling Company for the Carrier is conducted in compliance with the applicable regulatory requirements and the operating standards of the Carrier (KAC) including the processes, procedures and practices for all ground handling operations. The Carrier shall adequately notify the Handling Company prior to conducting such Audits / Inspections / Surveys, etc. Such surveillance or oversight programmes would cover the ground handling facilities and their related activities of the Handling Company i.e. Ramp Services, Ground Support Equipment, Maintenance Workshop etc.,
- 16.3 The Carrier's Auditors/ Survey Officers / Authorised staff shall have the right to check at any time, the validity of certificates / licenses of the Handling Company's staff assigned for conducting duties for the Carrier (KAC) including the Dangerous Goods Regulations (DGR) certificates / licenses.
- 16.4 The Carrier shall address the areas of non-compliance, if so determined either through the audit process or operational experience, to the Handling Company with associated time-lines for corrective action to the non-conformities to be taken by the Handling Company.
- 16.5 The Handling Company shall ensure that its dedicated staff assigned for conducting duties for the Carrier are appropriately trained, licensed and experienced to ensure effectiveness in order to carry out assigned duties. Such training programmes shall be structured to ensure that personnel engaged in all areas of ground handling operations receive training consistent with their functional responsibilities. The training programmes shall have:
- Regulatory approval as applicable.
 - In-depth training on requirements, including procedures and operating practices associated with specific job functions and responsibilities.
 - Safety training on hazards associated with Ground Handling operations.
 - Dangerous Goods training in accordance with applicable requirement of the State and / or requirement of current edition of the IATA DGR. Such training programme shall include awareness and recognition of undeclared dangerous goods for applicable Ground Handling personnel.
 - Recurrent training at an interval not to exceed 24 months from the date of previous training.
 - A process of qualification through written, oral and/or practical evaluation.
- 16.6 The Handling Company shall ensure that the ground support equipment used for providing ground handling service to the Carrier, are suitable for the specified services and have a preventive maintenance programme established with a system for recording all maintenance completed on ground support equipment.

IN WITNESS WHEREOF, the parties hereof have executed this Annex (B) in three (3) original copies by their duly authorized representatives as of the dates indicated below

--Signed the SGHA ANNEX B BWFS-KU COK NOV 2009 (REF.IATA AHM 810 JAN 2008)--

at **Kuwait** On **22 NOV 2009**
for and on behalf of
Kuwait Airways Corporation

by **Maher D. Al-Sarraf**
Name: **Director Ground Handling**

witnessed by.....
Name:

Company Seal:



at _____, INDIA. On _____
for and on behalf of
Bird Worldwide Flight Services (India) Pvt. Ltd.

by **Gaurav Bhatia**
Name: **Gaurav Bhatia**

witnessed by.....
Name:

Company Seal:

Contract**STANDARD GROUND HANDLING AGREEMENT****SIMPLIFIED PROCEDURE****ANNEX B.1.0 – LOCATION(S), AGREED SERVICES AND CHARGES**

to the Standard Ground Handling Agreement (SGHA) of April 2008

Between: **Qatar Airways Q.C.S.C.**Having its principal office at: **Qatar Airways Tower
P.O. Box 22550
Doha-State of Qatar**

Hereinafter referred to as 'the Carrier'

And: **Bird Worldwide Flight Services India Pvt. Ltd.**Having its principal office at: **E-9 Connaught House, Connaught Place
New Delhi – 110 001**

And Hereinafter referred to as 'the Handling Company'

Effective from: **June 10, 2009**This Annex: **B.1.0**Or the location(s): **Cochin International Airport(COK), Cochin, India**is valid from: **June 10, 2009****PREAMBLE:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of April 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full.

By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



In the case of the Handling Company:

Javed Malik,
 Chief Executive Officer WFS India
 E-9 Connaught House
 Connaught Place
 New Delhi 110-001
 Fax No. (+91) 1123415679

PARAGRAPH 14 - FEE DISCLAIMER

- 14.1 It is hereby understood and agreed between the Parties that the Agreement, all documentation leading to the Agreement, has been, and any amendment thereto shall be, agreed and concluded by direct negotiations between the Parties, without any intermediaries, consultants or brokers. The Company hereby represents undertakes and warrants that it has not paid, agreed to pay, promise to pay authorize the payment of or cause to be paid directly or indirectly in any form whatsoever any commission, percentage, contingent fees, brokerage, gift anything of value or other similar payments of any kind whatsoever in connection with the establishment, selection, negotiation or operation of the Agreement prior to, now or afterwards to any person (whether a governmental official or private individual) or any entity in the State of Qatar or elsewhere in violation of the provisions of this Clause. The company hereby acknowledges and agrees that Qatar Airways shall be entitled to be paid by the Company immediately, without any recourse to any legal action, an amount equal to one hundred (100) times the amount paid by the Company (or any other entity acting for the Company or any other person of the Company) to any person or entity in violation of the provisions herein, and Qatar Airways shall be entitled to set off such amounts against any amounts due or which may become due to the Company.



Signed on
 at New Delhi

for and on behalf of
Bird Worldwide Flight Services Pvt. Ltd.

Gaurav Bhatia
Chairman



Signed on *May 20, 2009*
 at Doha Qatar

for and on behalf of
Qatar Airways q.c.s.c.

Akbar Al Baker
Chief Executive Officer





STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE IATA STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: National Air Services (NAS) Group

having its principal office at:

() P O Box 305161, Riyadh 11361, Kingdom of Saudi Arabia

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught Circus, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 1st June 2010 (TBA)

This Annex B1.0 for

() *the location(s):* **Cochin International Airport**

is valid from: 1st June 2010 (TBA)

and replaces: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.



14.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B.

--Signed the SGHA ANNEX B BWFS-NAS COK MAY 2010 (REF.IATA AHM 810 JAN 2008)---

Company Seal:





STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: Gulf Air Company G.S.C.

having its principal office at:

P.O.Box 138, Manama, Kingdom of Bahrain.

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 16th November 2009 (Subject to Security Clearance)

This Annex B1.0 for

the location(s): Cochin International Airport

is valid from: 16th November 2009 (Subject to Security Clearance)

and replaces: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 11. GOVERNING LAW

11.1 Governing Law: This agreement shall be governed by and interpreted in accordance with the laws of India.

Courts for the resolution of disputes: The Courts of Delhi.

PARAGRAPH 12. LEGAL COMPLIANCE

12.1 In the provision of the services, the Handling Company agrees to comply with all applicable IATA, ICAO and/or local regulations.

PARAGRAPH 13. DURATION, TERMINATION & MODIFICATION

13.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of 5 (five) years from the date of commencement unless terminated in whole or in part, providing ninety days prior written notice to the other party.

13.2 Notwithstanding Sub-Article 11.2 of the Main Agreement, any modification shall be in the form of an Annex B, agreed and signed by the Handling Company and the Carrier's representative.

PARAGRAPH 14. CONFIDENTIALTY

14.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B.

--Signed the SGHA ANNEX B BWFS COK NOV 2009 (REF.IATA AHM 810 JAN 2008)--

at _____ On _____
for and on behalf of
Gulf Air Company C.S.C.

by.....
Name: Samer Majali
CEO

witnessed by.....
Name:

Company Seal:

GULF AIR
COCHIN INTL. AIRPORT
KERALA, INDIA - 683 111



at _____, INDIA. On _____
for and on behalf of
Blrd Worldwide Flight Services (India) Pvt. Ltd.

by.....
Name: Gaurav Bhatia
Executive Director

witnessed by.....
Name:

Company Seal:



STANDARD GROUND HANDLING AGREEMENT (SIMPLIFIED PROCEDURE)

ANNEX B - LOCATION(S), AGREED SERVICES AND CHARGES

To the Standard Ground Handling Agreement (SGHA) of January 2008

Between: **ETIHAD AIRWAYS PJSC**

having its principal office at:
P.O. Box 35566, New Airport Road,
Abu Dhabi, United Arab Emirates.

hereinafter referred to as "The Carrier"

And: **Bird Worldwide Flight Services India Pvt. Ltd.,**

having its principal office at:
E-9, Connaught House, Connaught Place,
New Delhi - 110 001, India.

hereinafter referred to as "The Handling Company"

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

effective from: 01 December 2009

This Annex B

for the location: **Cochin International Airport, Kochin, India. (COK)**

is valid from: 01 December 2009

and replaces: **NEW**

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

The Handling Company shall endeavor to correct the situation provided such situation is within its direct control.

- 18.3 The Handling Company shall have an Internal evaluation (audit) program applicable to all areas of ground handling operations, to ensure conformity with the Carrier's and applicable regulatory requirements. The Carrier's requirements are listed in the Ground Operations Manual (GOM) and the Ground Services Manual (GSM).
- 18.4 The Carrier will conduct an audit every twelve months on the functions provided to the Carrier. An audit report listing the findings will be forwarded to the Handling Company. The Handling Company will provide audit follow up and corrective actions of the findings to the Carrier.
- 18.5 The Handling Company shall ensure that its staff are correctly trained and competent in the services provided to the Carrier. This includes both initial training and recurrency training as required by the specifications of the Carrier.

Signed the _____


Signed the _____

At **COCHIN, India**

At **Abu Dhabi, UAE**

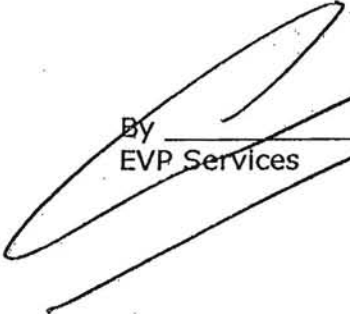
For & On behalf of
**Bird Worldwide Flight
Services India Pvt. Ltd.,**

For & On behalf of
Etihad Airways PJSC

By 
Gaurav Bhalia
Director

By 
VP Ground Services

By _____

By 
EVP Services





STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

ANNEX-B — LOCATION(S), AGREED SERVICES AND CHARGES

TO THE STANDARD GROUND HANDLING AGREEMENT (SGHA) OF JANUARY 2008

between: Kingfisher Airlines Limited (Domestic Operations)

having its principal office at:

Kingfisher House, Western Express Highway, Vile Parle (E), Mumbai – 400 099

and hereinafter referred to as 'the Carrier'

and: Bird Worldwide Flight Services India Pvt. Ltd.,

having its principal office at:

E-9, Connaught House, Connaught Place, New Delhi – 110 001

and hereinafter referred to as 'the Handling Company'

effective from: 1st March 2010

This Annex B1.0 for

the location(s): Cochin International Airport (COK)

is valid from: 1st March 2010

and replaces: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 11. GOVERNING LAW

- 11.1 Governing law and courts as per Article 9.1 of the Main Agreement
 Governing Law: This agreement shall be governed by and interpreted in accordance with the laws of India.
 Courts for the resolution of disputes: The Courts of Delhi.

PARAGRAPH 12. LEGAL COMPLIANCE

- 12.1 In the provision of the services, the Handling Company agrees to comply with all applicable IATA, ICAO and/or local regulations.

PARAGRAPH 13. DURATION, TERMINATION & MODIFICATION

- 13.1 Notwithstanding article 11.4 and 11.5 of the Main Agreement this Annex B shall continue in effect for a fixed period of 3 (three) years from the date of commencement unless terminated in whole or in part, providing ninety days prior written notice to the other party.
- 13.2 Notwithstanding Sub-Article 11.11 of the Main Agreement, the rates contained herein shall be increased yearly as stipulated in section 1.3 of this SGHA.
- 13.3 Notwithstanding Sub-Article 11.2 of the Main Agreement, any modification shall be in the form of an Annex B, agreed and signed by the Handling Company and the Carrier's representative.

PARAGRAPH 14. CONFIDENTIALTY

- 14.1 The Carrier and the Handling Company agree not to reproduce this Annex B or to distribute it to others, in whole or in part, at any time, and permanently to keep confidential all information contained within the Annex B.

—Signed the SGHA ANNEX B BWFS-IT COK -FEB 2010 (REF.IATA AHM 810 JAN 2008)—

at _____, INDIA, On _____
 for and on behalf of
 Kingfisher Airlines Limited

by..... Rajesh Verma
 Name: Executive Vice President
 Designation: Kingfisher Airlines Limited

witnessed by.....
 Name: Murali Ramachandran
 Vice President - Ground Services

Company Seal:



For KINGFISHER AIRLINES LIMITED

A. RAGHUNATHAN
 CHIEF FINANCIAL OFFICER

at Kochi, INDIA, On 24-02-2010
 for and on behalf of
 Bird World wide Flight Services India Pvt. Ltd.

by..... S. K. JHA
 Name: S. K. JHA
 Designation: Exe. Vice President

witnessed by.....
 Name: M. C. VISHAL K. KRISHNAN

Company Seal:

